this sort one would expect the word to be used with its trade meaning. Only one of the witnesses, one Tan Beng Chai, called for the prosecution gave any evidence on this point. He said bullion means gold bars; "As far as I know the nuggets bought by defendant do not come in category of bullion". The documents produced in the case, including the letter of February 15th, seem to indicate that gold in bars was what was generally understood by bullion. In view of the very severe penalties attached to offences against the Proclamation and the regulations I think that the terms where they are ambiguous ought to be properly defined. If this is not done I do not think it is open to the prosecution to select any meaning to be found in the dictionary that happens to suit them, e.g. gold lace. In view of this I think that the conviction must be quashed.

Conviction quashed.

HENRY BERSU v. ERNA GUAT KENG LIM.

[Orig. Civ. Juris. (Gordon-Smith, J.) January 25, 1950]

[Singapore — Originating Motion No. 70 of 1949]

Landlord and Tenant — Control of Rent Ordinance, s. 13(1) — Application to vary decision of the Rent Conciliation Board — Standard rent of furnished premises how computed.

A decision as to how the standard rent of a furnished house should be computed.

The facts sufficiently appear from the judgment.

ORIGINATING MOTION.

Philip Hoalim for the Applicant.

Gordon-Smith, J. : — This is a motion by the Respondent under Section 13 (1) of the Control of Rent Ordinance 1947, to vary the decision of the Rent Conciliation Board has been estabished under Section 8 of the Ordinance, on the grounds that such decision is wrong in law.

Such decision is in writing and is dated the 9th December 1949. The premises in question are known as No. 1–8 First Avenue, off Bukit Timah Road and had been the subject of a tenancy agreement between the parties whereby the premises had been let in 1947 to the tenant Henry Bersu (the Applicant) for a period of 2 years certain as from the 1st June 1947 at an inclusive rent of $320.00 per month together with an option to renew the tenancy for a further 2 years at a rent to be agreed between the parties. The learned President found as a fact that, although there had been an old house on the site pre-war, the house had been entirely rebuilt and states "It is, I think, clear from the evidence that the alterations carried out by the Respondent were so substantial that the house as a whole could not be said to be the same house as existed in 1941. The house as a whole, to use a common expression has lost its identity." He agreed that the premises were "new" premises.

As the parties were unable to agree on the amount of rent to be paid, under the option renewal clause, the tenant applied to the Board under Section 9(3) of the Ordinance to fix the rent. The learned President, on such application, fixed the rent at $200.00 a month for the house and a further $50.00 a month for hire of the furniture, i.e. a combined rent of $250.00 per month as against $320.00 which the Tenant had been previously paying under his agreement.

In the Ordinance "rent" and "standard rent" are defined as follows :—

"Rent" includes any sum paid as rent or hire for the use of furniture where premises are let furnished or where premises are let and the furniture therein is hired by the landlord to the tenant;

"Standard rent" means —

(a) if the rent has been fixed by the Board prior to the commencement of this Ordinance, the rent so fixed,

(b) if the rent has not been fixed by the Board prior to the commencement of this Ordinance, the rent of the premises as at the 1st day of August, 1939; or in the case of premises which were then unlet, unoccupied or unbuilt, the rent at which the premises were first let after the 1st day of August, 1939.

On the facts as found by the learned President, it is clear that this tenancy agreement in 1947 was "a first letting" at the combined rent of $320.00 for the premises and furniture and that such amount was therefore the "standard rent." The learned President also found as a fact that the value of the furniture hired was $3,000.00 and fixed the rent of the same at $50.00 per month, i.e. 1/60th of such value as in para. (b) of Section 3 (2) of the Ordinance. Accepting this figure as he did, he should have deducted this $50.00 from the $320.00 (combined rent) in order to arrive at the Standard Rent of the premises alone, i.e. without the hire of the furniture, which makes such Standard Rent $270.00.

On his own findings, therefore, the learned President should have found that the combined rent, which it was permissible for the Landlord to charge, was $270.00 + $50.00 = $320.00 and which was the amount the Landlord was asking for and which was the amount that had been paid since the commencement of the tenancy. It seems to me clear that the Standard rent of the premises alone is $270.00 per month and with the amount for hire of the furniture permissible under Section 3 (2) of the Ordinance

which the learned President fixed at $50.00 per month, the sum of $320.00 per month becomes the standard rent of the premises with the furniture. The Landlord was not seeking to obtain rent in excess of these amounts and which were, in fact, the rents he and the Tenant had agreed for the first period of the Tenancy.

The decision will therefore be varied accordingly.

Order accordingly.

M. K. VARMA & ANOTHER v. K. M. OLI MOHAMED.

[Orig. Civ. Juris. (Gordon-Smith, J.) January 27, 1950]

[Singapore — Civil Suit No. 400 of 1948]

Practice — Action brought by partners for breach of agreement entered into by them on behalf of partnership — Necessity of joining other partners as plaintiffs — Rules of the Supreme Court, Order 46.

This was an action brought by the plaintiffs for alleged breach of an agreement entered into by the plaintiffs as partners in and for and on behalf of a partnership. It was submitted on behalf of the defendant that the plaintiffs were not entitled to maintain the suit in their personal capacities.

Held, that the plaintiffs had the alternatives of joining all the partners as plaintiffs or of taking advantage of the special procedure by suing in the firm name and as they had failed to take either alternative, the claim must be dismissed.

Cases referred to:—

(1) *Re Vagliano Anthracite Colliery Co. Ltd.* 103 L.T.R. 211.

(2) *Performing Right Society Ltd. v. London Theatre of Varieties* (1924) 1 A.C. 1 at p. 18.

CIVIL SUIT.

A. N. Mitra for the plaintiffs.

Dr. C. H. Withers-Payne for the defendant.

Gordon-Smith, J.: — At the conclusion of the case for the Plaintiffs and on submissions made by Dr. Withers-Payne for the Defendant, I dismissed the claim with costs, and the counterclaim being thereupon withdrawn, I said that I would give my reasons later, in writing.

During numerous adjournments which had been necessary I had had ample opportunity of considering the claim and pleadings in the suit and also, from time to time, the evidence given by the 1st Plaintiff M. K. Varma and his witnesses.

I had also anticipated that Dr. Withers-Payne would at the close of the Plaintiffs' case, make the submissions he did.

These submissions were two-fold (a) a point of law and (b) on the facts, namely that the Plaintiffs had wholly failed to prove and substantiate their claims and allegations.

Dr. Withers-Payne submitted firstly that the two Plaintiffs were not entitled to maintain this suit in their personal capacities as individuals and as framed in the Writ of Summons.

The endorsement of the Writ of Summons claims damages for breach of an agreement dated the 3rd April 1947. The action is therefore one based on contract. The breach of this agreement made between the Plaintiffs and Defendant as alleged is failure to manage and run a Cinema, known as the Hind Theatre at Sembawang, in accordance with the terms and conditions of this agreement. The Statement of Claim amplifies this endorsement and attaches a copy of this agreement.

It is not alleged anywhere in the Writ of Summons or Statement of Claim that the two Plaintiffs are suing for and on behalf of a partnership but it is abundantly clear, not only from a perusal of this agreement but from the evidence subsequently given, that this agreement was in fact entered into, as specifically recited therein, by the two Plaintiffs as partners in and for and on behalf of a partnership which was running this Hind Theatre and had been running it for approximately six months prior to the date of this agreement, apart from any verbal evidence in this respect and which was wholly unreliable, the agreement itself, together with the certificate of the Registrar of Business Names (Exhibit D. 3) which shows that this partnership commenced in October 1946, proves these facts conclusively.

The first point is therefore, can the two Plaintiffs maintain this suit in their personal and individual capacities for breach of an agreement which they have entered into as agents for disclosed principals? I was and am of the opinion that they cannot. I would here refer to the original defence filed on the 26th November 1948 which specifically raises this point after there had previously been correspondence between the respective solicitors and a demand made (27.9.48) for names of the partners and details. This demand was refused, such refusal being persisted in and there has been no amendment sought by the Plaintiffs of the form in which the suit was commenced, in order to comply with the Special Procedure laid down by Order 46 and rules thereunder. This procedure is applicable but I agree that where it is not applicable, partners may sue or be sued individually in their own names.